CASES REPORTED THIS WEEK.

Wood's Ships' Woodite Protection Co., Limited, In re 726
Buffalo Bill's Wild West Co. v. Sanger 726
The Forest Iron and Steel Co., Limited, v. The Barry Dock and Railway Co. 726
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The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 3, 1887.

CURRENT TOPICS.

MR. CAYLEY SHADWELL, whose death we announce this week, must have been almost the oldest surviving member of the bar, having been born in 1798, and called in 1825, during the Chancellorship of Lord ELDON. He constituted an additional link with an older professional generation, through having been secretary to his elder brother, Sir LANCELOT SHADWELL, when Vice-Chancellor. By a curious coincidence Mr. LOFTUS TOTTENHAM WIGRAM, Q.C., a younger brother of Vice-Chancellor Sir JAMES WIGRAM, who was for many years a colleague of Sir LANCELOT SHADWELL, is still alive. He is in his eighty-fourth year, was called to the bar in 1828, and is the oldest Queen's Counsel. Mr. CHARLES ROMILLY, whose death we also record, was the brother of another well known equity Judge of a somewhat later date.

CERTAIN METROPOLITAN RATEPAYERS, who entertain objections to expenditure out of the poor-rates in connection with the recent Jubilee celebrations, have endeavoured to avoid payment of their rates when summoned before a magistrate to show cause why payment of such rates should not be enforced, by impugning the validity of the rates on the ground of the illegal expenditure of the funds so raised, and have sought to summon and examine the rate collectors and other parochial officials. These champions of parochial economy have, however, found themselves to be too late in taking their objections to the validity of the rate, for it was decided in *Reg.* v. *Justices of Kingston-upon-Thames* (6 W. R. 551, E. B. & E. 256), that justices of the peace, when called upon to enforce a poor-rate by distress, cannot consider any objections to the validity of the rate which might have been raised in the ordinary way on an appeal. It was also held in *Reg.* v. *Justices of Kent* (16 L. T. N.S. 672) that an order for a distress warrant for non-payment of a poor-rate cannot be appealed against on grounds which would have been open to the appellant on the appeal against the rate itself.

ANOTHER CASE of contempt of court, consisting of alleged threatening gestures and abusive language used by one solicitor to another on leaving the room of one of the judges of the High Court, came before Mr. Justice KEKEWICH in the case of *Jonas* v. *Long* at the Chancery Vacation Sittings on Wednesday. It may be remembered that the same question came before Mr. Justice CHITTY about six weeks ago in *Kirby* v. *Webb*, where it was alleged in the affidavit that the defendant's solicitor had struck the plaintiff's solicitor "on leaving the taxing master's room;" but the learned judge adjourned the motion for committal on the ground that the affidavit was too vague, and that the exact place where the assault was committed ought to have been described. The case was, however, afterwards settled by an apology and the payment of costs by the defendant's solicitor. The question of contempt of court, so far as regards interference with a solicitor in an action, was fully considered in *Republic of Costa Rica* v. *Erlanger* (36 L. T. N. S. 332), where the Court of Appeal (reversing the decision of MALINS, V.C.) held that the defendants' solicitor had not been guilty of contempt of court in causing the plaintiffs' solicitor, who had called for a draft bond which he had left for approval as a security for costs, to be turned out of his office, after refusing to leave when requested to do so. JESSEL, M.R., observed that there was no attempt either to terrorise or to interfere with the administration of justice; and he added that the jurisdiction to commit in such cases "being practically arbitrary and unlimited," ought to be most carefully watched; while MELLISH, L.J., ridiculed the idea that every solicitor who might lose his temper while in conversation with his opponent in an action would be guilty of contempt of court. In *Jonas* v. *Long*, however, the respondent did not appear, and there appears to have been no dispute as to the place where the assault was committed, and Mr. Justice KEKEWICH accordingly ordered a commitment, but directed that the facts which constituted the alleged contempt should be set forth in the order.

A CORRESPONDENT of a daily newspaper professes to be greatly perplexed by the mystic words, "without prejudice," which have recently come under his notice in a solicitor's letter. He wants to know what is the precise value and efficacy of this expression, and why, if it has any efficacy, its use should be confined to lawyers' letters? There is no reason why lawyers should have a monopoly of the phrase, except that they know its value and laymen do not, and that the occasions for its use occur more frequently in lawyers' letters than in laymen's letters. The expression, as we understand it, is merely a convenient substitute for a long formula. Instead of writing, "The proposal I am about to make is not to be taken or used in any way as implying any admission of your client's claim, or any waiver or abandonment of my client's rights or contention, and, if rejected, is to be considered as never having been made," the lawyer simply writes "without prejudice." He knows that the meaning of the expression in this respect is so well understood, so perfectly established by professional usage, as to render a proposal introduced by these two words harmless to his client in case of subsequent legal proceedings. Nothing has probably been so efficacious in preventing or settling litigation as the opportunity for compromise afforded by the general adoption by lawyers of this phrase. We are bound to admit, however, that in two respects the effect of the expression is not so well understood, even by lawyers, as it ought to be. It is perfectly clear that an offer introduced by the words "without prejudice" cannot be used in the course of subsequent litigation by the person to whom it was made; but is the person who made it at liberty to use the fact of the offer having been made and rejected, supposing the rejection of the offer is not expressly "without prejudice?" We should think he is not; but we do not know that there is any general understanding in the profession to this effect. The other point relates to a very prevalent delusion as to the efficacy of the phrase. It is ineffectual to prevent the consequences which the law attaches to acts. If, for instance (to take the commonest example), a landlord, in accepting rent due after he has become aware of a forfeiture, writes that he does so "without prejudice," this will not prevent the forfeiture from being waived (see *Croft* v. *Lumley*, 5 E. & B. 648, 6 H. L. Cas. 672).

THE NEWLY APPOINTED STIPENDIARY MAGISTRATE at West Ham has been called upon to decide a somewhat intricate question in connection with the unsavoury subject of knackers' and horse slaughterers' licences. The defendant was proved to have used his premises for the purpose of slaughtering horses, whose corpses were devoted, in some instances, to the sustenance of cats and dogs, but, in the majority of cases, were proved to have been sold to butchers and sausage makers in various parts of London, and he was summoned by the Corporation of West Ham, as the urban sanitary authority, for using and occupying his premises as a slaughterhouse without a licence. The Public Health Act, 1875 (38 & 39 Vict. c. 55), incorporates, by section, 169 the provisions of the Towns Improvement Clauses Act, 1847 (10 & 11 Vict. c. 34), with respect to slaughterhouses, and section 126 of the last-named Act provides that no place shall be used or occupied "as a slaughterhouse or knacker's yard" within a town or district subject to the Act which was not in such use or occupation at the time of the passing of the special Act adopting the provisions of the general Act, and has so continued ever since, without a licence for that purpose from the local authority; and that any person using as a slaughterhouse or knacker's yard without such licence any place within those limits not used as such at the passing of the special Act, and so continued to be used ever since, shall be liable to a penalty of £5; and the following sections contain other provisions, including a power of making bye-laws for the regulation of slaughterhouses and knackers' yards. It was admitted that the defendant was duly licensed to use his premises as a knacker's yard, and the main question was whether such a licence ex-

tended to a place where horses were slaughtered for the purpose of human food. It did not appear that the defendant's present business had been carried on at the same place before the date of the passing of the Public Health Act, 1875, or continuously since that time; and the magistrate held that, since the sections of the Towns Improvement Clauses Act, 1874, which had been incorporated into the Public Health Act, 1875, drew a clear distinction between a knacker's yard and a slaughterhouse, a licence to carry on a knacker's yard did not include a licence to kill horses for human food, and he accordingly imposed a fine. It is certainly desirable, as a matter of public policy, that the preparation and sale of horseflesh for human food should be conducted with as much publicity as possible; but notice of appeal has been given, and the case will no doubt find its way to the Queen's Bench Division.

THE QUESTION whether the half-pay or full-pay of officers in the army and navy is liable to execution or attachment has been raised on two occasions during the past legal year. The Army Act, 1881 (44 & 45 Vict. c. 58), provides by section 141 that "every assignment of, and every charge on, and every agreement to assign or charge, any deferred pay or military reward payable to any officer or soldier of any of her Majesty's forces, or any pension, allowance, or relief payable to any such officer or soldier, . . . or to any person in respect of any military service, shall, except as far as the same is made in pursuance of a Royal warrant for the benefit of the family entitled thereto, or as may be authorised by any Act for the time being in force, be void." This section was discussed in *Birch* v. *Birch* (32 W. R. 96, 8 C. P. D. 163), which was a divorce suit in which the respondent had failed to comply with an order for the payment of costs and maintenance. The respondent was a retired officer of the Indian Army, and was in receipt of a pension for past services. A writ of sequestration was issued against his pension, but Sir JAMES HANNEN refused to restrain the respondent and his agents from receiving the pension, and to direct payment thereof to the sequestrators. He referred to the above-quoted section of the Army Act, 1881, and to a corresponding provision in an Indian Act (23 of 1871, s. 12), as indicating the intention of the Legislature that such a pension should be placed on the same footing as half-pay or an allowance for maintenance to a public civil officer. *Lucas* v. *Harris* (35 W. R. 112, 18 Q. B. D. 129) was a similar case, since the two defendants were also pensioned officers of the Indian Army, their pensions being expressly protected from assignment and execution by the Indian enactment to which we have already referred. The plaintiff having recovered judgment, an order had been made in chambers for the appointment of a receiver of the defendants' pensions, which order was upheld by a divisional court, but was reversed by the Court of Appeal. Lord ESHER expressed his concurrence with the decision in *Birch* v. *Birch*, and laid down that the pensions could not be the subject of an order for a receiver, although he declined to express an opinion as to what would be the effect upon the pensioner of an adjudication of bankruptcy against the defendants. Lord Justice LINDLEY said that, although section 141 of the Army Act, 1881, did not expressly forbid an execution or an attachment, its intention would be defeated by the appointment of a receiver. In *Dent* v. *Dent* (1 P. & D. 366) Lord PENZANCE had granted a writ of sequestration against the half-pay of an officer in the Indian Navy for past services; but in that case there was no statutory prohibition of assignment or attachment, and the Indian Navy had ceased to exist, so that the respondent could not possibly be called on to serve again. Lord Justice LOPES also pointed out that the words "charge on" appeared sufficient to extend to the consequences of a judgment. *Lucas* v. *Harris* thus seems to establish that allowances in consideration of future services cannot be transferred, but that retiring pensions for past services may be dealt with in any way, in the absence of some statutory restriction. A similar question as to full-pay was raised in *Apthorpe* v. *Apthorpe* (35 W. R. 728), which was a husband's suit for restitution of conjugal rights. The respondent was a surgeon of the Royal Navy on full pay and active service. The petition having been dismissed, Mr. Justice BUTT had refused to order the petitioner's full-pay to be attached to meet the wife's costs, and this decision was upheld by the Court of Appeal. Lord Justice COTTON said that, though there was no statutory restriction on the assignment of a naval officer's full-pay, it was as much protected as half-pay, since it was given in order to enable him to discharge his present duties, and that a fund which was not assignable could not be attached. Lord Justice BOWEN laid down that either an assignment or an attachment of such full-pay would be equally opposed to public policy.

THE EFFECT OF A JUDGMENT AGAINST A JOINT CONTRACTOR.

THE recent case of *Cambefort* v. *Chapman* (35 W. R. 838, 19 Q. B. D. 229) raised a question which has on several occasions given rise to controversy—namely, the effect of a judgment against one of two joint contractors in a subsequent action against the other. In *King* v. *Hoare* (13 M. & W. 494) the Court of Exchequer held that the subsisting judgment was a bar to the second action, Parke, B., observing that "the judgment of a court of record changes the nature of that cause of action, and prevents its being the subject of another suit; and the cause of action, being single, cannot afterwards be divided into two." He also pointed out that it was the same cause of action, whether against one person or two. This decision was acted upon almost without question for about thirty-five years, notwithstanding a doubt expressed by Knight Bruce, V.C., in *Ex parte Waterfall* (4 De G. & S. 199); but in *Kendall* v. *Hamilton* (28 W. R. 97, 4 App. Cas. 505) an attempt was made to get it overruled by a decision of the House of Lords. The case was twice argued, and all the authorities were fully discussed; and it was urged that the technical grounds upon which the judge in *King* v. *Hoare* had proceeded could not be now acted upon, in view of the provision in section 25, sub-section 11, of the Judicature Act, 1873, that the rules of equity should always prevail when in conflict with the rules of the common law. This view was accepted by Lord Penzance, who also observed that *King* v. *Hoare* had never received the sanction of a court of appeal, and that the Judicature Acts had removed the right of a joint contractor, when sued upon a joint contract, to have his co-contractor joined as a defendant. Six other law lords were, however, of a different opinion. Lord Cairns expressed himself as satisfied with the grounds upon which *King* v. *Hoare* had been decided, and did not think that the Judicature Acts, by abolishing pleas in abatement, had changed a joint right of action into a right to bring several separate actions. Lord Hatherley thought that it would be difficult, after so many years had elapsed, to shake the authority of *King* v. *Hoare*, and that the rule adopted in that case was not a mere rule of procedure. Lord Selborne remarked that the principle that an action cannot be maintained for a cause which has passed *in rem judicatam* could not be affected by any of the changes of procedure introduced by the Judicature Acts; and Lord Blackburn, though admitting that the defence was not "a meritorious one," held that *King* v. *Hoare* was rightly decided, and that its authority was not affected by subsequent legislation.

In *Cambefort* v. *Chapman*, the question arose in connection with certain bills of exchange which had been accepted by a partner after the dissolution of the firm of which he had been a member. The plaintiffs sold goods to a firm which consisted of W. and the defendant. After the dissolution of the partnership, of which fact the plaintiffs were not aware, W. accepted in the name of the firm the bills which had been drawn by the plaintiffs for the price of the goods. The plaintiffs, having recovered judgment on the bills in default of appearance, but having been unable to obtain satisfaction of the judgment, sued the defendant for the price of the goods. The judgment against the firm on the bills having been pleaded in bar, Mr. Justice Mathew entered judgment for the defendant, on the authority of *King* v. *Hoare* and *Kendall* v. *Hamilton*. On an application to a divisional court to enter judgment for the plaintiff or for a new trial, reliance was placed by the plaintiffs' counsel on *Drake* v. *Mitchell* (3 East, 251), where it was held that an unsatisfied judgment on a bill of exchange, given for a debt secured by the joint covenant of the defendant and two other persons, was no bar to an action against all the three covenantors on their joint covenant. It was also contended that the judgment against the firm, being unsatisfied, could not be pleaded in bar in an action against a partner, and that the goods sold and the bills of exchange had given rise to separate and

distinct causes of action. Mr. Justice Field expressed his regret at being compelled to decide in favour of the defendant, who had had the benefit of the contract between the plaintiffs and the firm but he could not escape from the authority of *Kendall* v. *Hamilton*, where *King* v. *Hoare* met with the approval of the majority of the law lords. The contract in the present case was one joint contract, and not a joint and several contract; and the maxim, *Nemo debet bis vexari pro eâdem causâ*, applied as much to actions upon the same contract as to the case of a person sued twice for the same cause of action. He distinguished *Drake* v. *Mitchell* as being a case where the giving of a bill of exchange could not suspend an existing remedy in respect of a covenant; and he held that for the plaintiffs to recover would be "not consistent with our legal system." Mr. Justice Manisty observed that in *Drake* v. *Mitchell* the bill of exchange was a collateral security, and that the same defences were open in an action on the bills as in an action for goods sold and delivered. He quoted a passage from "Byles on Bills" (14th ed., p. 313), where it was laid down that judgment on a bill of exchange is an extinguishment of the original debt; and he added, with reference to *King* v. *Hoare*, that he was "not at all sure that that rule of law is not in all respects equitable and satisfactory."

Having regard to the authority of *Kendall* v. *Hamilton*, it was hardly to be expected that an attempt to set aside the authority of *King* v. *Hoare* would now have much chance of success. The circumstance that one of the actions was brought upon bills of exchange was the only distinguishing feature in *Cambefort* v. *Chapman*; but to have held that there were two separate causes of action would have been to determine the case upon a ground as "technical" as those which have subjected the decision in *King* v. *Hoare* to so much hostile criticism.

THE LAW OF GIFTS *INTER VIVOS*.

IV.

Gifts of chattels.—There are two principal sources whence our unwritten law is derived—viz., Roman law, and customs prevalent all over England, which, being common to all places, have given rise to what is called common law. The civil, or Roman, law is founded on principles many of which are not recognized by the common law, and very great confusion has arisen from treating decisions on those branches of English law which are founded on the civil law as applicable to cases which depend on the common law.

An example of the distinction between Roman and common law will be found in Blackburn on Sales, chap. 3, where the learned author, in discussing the doctrine of bargain and sale, points out that it is a principle of Roman law "that property cannot be transferred by any agreement unless there be an overt act of delivery of possession," and that "this principle is not recognized by English law."

This distinction must be carefully remembered in our present discussion; cases have often arisen where, even in judicial decisions, gifts *inter vivos* and donations *mortis causâ* have been confounded; and yet the validity of gifts *inter vivos* depends upon the common law, that of donations *mortis causâ* on the Roman law.

Gifts of both classes have this in common—(1) that they must be made voluntarily by the donor; (2) that they must be accepted by the donee; the difference between them consists in this—viz., that, as donations *mortis causâ* are governed by Roman law, actual delivery of the chattels to the donee is essential to the validity of the gift; while, in the case of a gift *inter vivos*, the question whether actual delivery is essential has been a matter of animated controversy, though it now appears to be decided that this is not the case. There is a further difference, not necessary to be discussed for our present purpose, arising from the fact that a *donatio mortis causâ* is in its nature conditional, and is not intended to be effectual unless the donor dies of the illness during which it is given.

Delivery.—The question whether a gift of personal chattels requires to be perfected by delivery to the donee is one of considerable difficulty, a difficulty that has been increased by confusing a gift *inter vivos* with a *donatio mortis causâ*. For instance, the *dictum* of Lord Loughborough, in *Tate* v. *Hilbert* (2 Ves. jun. 120) that merely "saying 'I give,' without an act, does not transfer the property" and *Miller* v. *Miller* (3 P. Wms. 356), which are often cited as being authorities as to gifts *inter vivos*, really relate to donations *mortis causâ*. In Shepherd's Touchstone, p. 227 note, it is said: "By the civil law a gift of goods is not good without delivery. Yet in our law it is otherwise (*per* Coke, C.J., *Wortes* v. *Clifton*, 1 Roll Rep. 61)." Mr. Preston, citing this case, Shep. Touch. 227 (note), adds "when there is a deed." In *Irons* v. *Smallpiece* (2 B. & Ald., at 554), Abbott, C.J., considered that the *dictum* of Coke applies to a gift by deed as distinguished from a gift by parol. Jenkins Cent. 109, ca. ix., says: "A gift of anything without consideration is good; but it is revocable before the delivery to the donee of the thing given, *Donatio perficitur possessione accipientis.*" The fact of the learned author making the quotation appears to shew that he had the civil law in his mind. The learned editors (Patteson, J., and Williams, J.) of Williams' Saunders say, in the note (*d*) to *Wilbraham* v. *Snow* (vol. 2, p. 47): "It may still be held that a donee, by a parol gift, acquires such a special property as to be able to maintain an action against a mere wrongdoer, though the donor may resume the thing given." So that they appear to agree with Jenkins.

There appears to be a further confusion between a gift of a personal chattel and of a *chose in action*. We shall discuss gifts of the latter nature separately, confining our remarks at present to personal chattels.

Notwithstanding the *dicta*, "Delivery of possession is the only admissible evidence of the gift of a personal chattel" (*per* Plunket, C., *Patterson* v. *Williams*, L. & Goo. Ca. Temp. Plunk., at p. 99), and "a gift at law or in equity supposes some act to pass the property; in donations *inter vivos*, if the subject is capable of delivery, delivery" (*per* Plumer, M.R., *Hooper* v. *Goodwin*, 1 Swans., at p. 491), *Irons* v. *Smallpiece* (2 B. & Ald. 551) is, we believe, the first case in which it was held that delivery is essential to a parol gift of personal chattels. "By the law of England, in order to transfer property by gifts, there must be either a deed or instrument of gift, or there must be an actual delivery of the thing to the donee. Here the gift is merely verbal, and differs from a *donatio mortis causâ* only in this respect—that the latter is subject to a condition that if the donor live the thing shall be restored to him. Now it is a well-established rule at law that a *donatio mortis causâ* does not transfer the property without an actual delivery" (*per* Abbott, C.J., who cites *Bunn* v. *Markham* (2 Marsh. 532), a case on a *donatio mortis causâ*). In the principal case Holroyd, J., says: "In order to change property by a gift of this nature there must be a change of possession."

The correctness of the statement in *Irons* v. *Smallpiece*, that a verbal gift of a chattel is incomplete till delivery, is denied by Parke, B., in *Waud* v. *Audland* (16 M. & W., at p. 870). See also the opinion of Maule, J. (*Lunn* v. *Thornton*, 1 C. B., at p. 381), which has been cited as opposed to the decision of Parke, B., as to delivery. It appears, however, that in the place in question Maule, J., only differs from Parke, B., on another point not being discussed in this place.

In *Shower* v. *Pilck* (4 Ex. 478) the plaintiff's testator said to the defendant, who had possession of his plate: "I will give you all the plate that is mine." Held, in an action of trover by the executor, that this did not amount to a gift, Alderson, B., saying: "To pass the property there must be both a gift and a delivery. Here there is hardly a gift, for the words are in the future tense"; Rolfe, B., saying, "There must be a delivery to make the gift valid. Here there is a mere statement that the goods which the defendant has in her possession the owner will give her." It should be observed that in the opinion of both the barons the words did not amount to an offer; so that their remarks as to delivery were mere *obiter dicta* (see *post*, *Chattel not in the possession of the donor*).

In *Bourne* v. *Fosbrooke* (18 C. B. N. S. 515), although it is stated by Erle, C.J., that it is "a rule of law that personal chattels cannot pass by parol gift without actual transfer of the possession," this was a mere *obiter dictum*, as the jury found that the goods had been delivered by the donor to the donee.

In *Winter* v. *Winter* (9 W. R. 747) the current of judicial opinion began to turn. There was no evidence of formal delivery of the chattel by the donor to the donee, but there was evidence that the latter had taken possession. The court decided that the gift was complete, Crompton, J., saying: "Actual delivery of a chattel is not necessary in a gift *inter vivos*. . . . It is sufficient

to complete a gift *inter vivos* that the conduct of the parties should shew that the ownership of the chattel has been changed."

We now come to *Re Harcourt, Danby* v. *Tucker* (31 W. R. 578), where it was laid down by Pollock, B. (at p. 580), that "The question to be determined is not whether there has been an actual handing over of property manually, but whether, looking at all the surrounding circumstances of the case, and looking particularly at the nature and character of the chattel which is proposed to be given, there has or has not been a clear intention expressed on the part of the donor to give, and a clear intention on the part of the recipient to receive and act upon such gift. Whenever such a case should arise again I am confident that that would be the basis of the decision of a court of common law; and, of course, the same result would follow in a court of equity." In this case Mrs. Harcourt was absolutely entitled to pictures and plate. At her death labels in her handwriting were found placed on two of the pictures, to the effect that they belonged to her sister, Mrs. Holwell. There was no evidence as to what were the circumstances under which, or by whom, the labels were affixed. But the court held that what had been done amounted to a gift by Mrs. Harcourt to Mrs. Holwell.

In the same case it was decided that the handing over by the donor to the donee of one of several articles intended to be comprised in a gift was sufficient delivery of the whole.

In *Re Ridgway* (15 Q. B. D.) Cave, J., says (at p. 449), after citing *Re Harcourt*, "I am of opinion that it is going too far to say that retention of possession by the donor is conclusive proof that there is no immediate present gift; although, undoubtedly, unless explained, or its effect destroyed by other circumstances, it is strong evidence against the existence of such an intention. The applicants must, however, prove circumstances from which it can fairly be inferred that the donor intended to make an immediate gift, so that the thing given then ceased to be the donor's, and became the property of the donee." Consider *Jones* v. *Lock* (L. R. 1 Ch. 25), where, notwithstanding actual words of gift and delivery of a cheque to a baby, it was held that no gift was intended.

Reference should be made to *Farington* v. *Parker* (L. R. 4 Eq. 116), where jewels were assigned to a trustee upon trust for such person as G., a married woman, should appoint in writing, and in default of appointment upon trust for her during her life for her separate use, and to be at her absolute disposal, and her receipt, or that of the person to whom she should direct the jewels to be delivered, to be a good discharge. G. gave the jewels to V. without any direction in writing. It was held on the construction of the deed that G. had two powers, one to dispose of the jewels in writing, one to dispose of them as she pleased, and that the gift was valid under the second power.

The result of the authorities appears to be that a gift of personal chattels can be made without delivery to the donee or any person on his behalf; but that if no delivery is made a clear intention must be expressed by the donor to give, and by the donee to accept, the subject-matter of the gift.

CASES BEFORE THE VACATION JUDGE.

COMPANY—INSOLVENT—CREDITOR'S PETITION—NO STATUTORY DEMAND—ACTION AGAINST PETITIONER.

In the case of *In re Wood's Ships' Woodite Protection Co., Limited*, before Kekewich, J., on the 31st of August, a question arose as to whether a creditor, against whom an action had been commenced by the company for specific performance of an agreement, was entitled to an order to wind up the company. It was contended for the company that it was not insolvent, and there had been no statutory demand for payment of the debt. The company was in possession of a valuable patent, which they had not had time to test.

KEKEWICH, J., made the winding-up order, not to be delivered for a week, and on the question of the appointment of a liquidator referred it to the chief clerk with special directions.—COUNSEL, *Miller*, Q.C., and *Beome; Kirby; Sedden.* SOLICITORS, *A. Pulbrook; Gedge, Kirby, & Millett.*

ATTACHMENT—UNDERTAKING NOT TO USE NAME—BREACH.

In the case of *Buffalo Bill's Wild West Co.* v. *Sanger*, before Kekewich, J., on the 31st of August, a question arose as to whether the defendant had committed a breach of a certain undertaking given by him before Chitty, J., on the 12th of August last. This was a motion for leave to issue a writ of attachment against George Sanger for breach of the undertaking, whereby he undertook not to use or permit to be used in any entertainment of his the name of Buffalo Bill, so as to be calculated to induce the belief that Buffalo Bill was Col. W. F. Cody, commonly known as Buffalo Bill, nor to use or permit to be used in any entertainment of his the words "Wild West" in any such manner as to induce the belief that the defendant's representation of the Wild West was the plaintiff's representation. The original programme of the defendant had the words "This great equestrian scene has never been attempted in any other establishment." Those words had been struck out, but, subsequently to the undertaking, Sanger published photographs and programmes of his entertainment at Olympia in London, and in the provinces, and in particular a programme containing the following notices: "Grand Olympia and Scenes from the Far West," "Royal Olympia Scenes from Buffalo Bill and the Far West." "Part 3.—Scenes from the Wild West—Great trial of skill by the Indians — Great equestrian exercises by the female Indians—The mail on its perilous journey through the Wild West—Attacked by Indians —The arrival of Buffalo Bill and the cowboys—Great encounter— The Indians driven off—Buffalo Bill and the cowboys' triumphant escort of the mail. Grand concluding tableau.—The halt of the cowboys in the Far West—A night surprise by the Indians—Buffalo Bill to the rescue— Total defeat of the Indians—Buffalo Bill and his noble steed carried upon a daïs by the cowboys." The plaintiff was informed that the defendant had committed breaches of the undertaking in photographs and programmes. On behalf of the defendant it was contended that the motion was grounded on a letter of the 19th of August, which was vulgar and offensive, but was not written by the defendant. The defendant was entitled to use the words "Buffalo Bill" and "Wild West," but not so as to deceive. He had pasted a slip across the programmes, "No connection with Buffalo Bill at the American Exhibition."

KEKEWICH, J., said that when the case came on before Chitty, J., on the 12th of August, the defendant gave an undertaking not to use or permit to be used in any entertainment of his the name of Buffalo Bill so as to be calculated to induce the belief that Buffalo Bill was Colonel W. F. Cody (commonly known as Buffalo Bill), nor to use or permit to be used in any entertainment of his the words "Wild West" in any such manner as to induce the belief the defendant's representation of the Wild West was the plaintiff's representation. After that date the defendant issued a programme or advertisement, and his lordship understood that it was handed to persons visiting the entertainment. It differed slightly, but not substantially, from the documents used before. The following paragraphs were inserted: — "Grand Olympia and Scenes from the Far West—Royal Olympia Scenes from Buffalo Bill and the Far West." It would be a reasonable conclusion for anyone to come to that the plaintiff, Col. W. F. Cody, was the person going to perform at the defendant's entertainment. But in part 3 of the programme he found "Scenes from the Wild West." That alone would not be sufficient to ground the charge of infringing the undertaking; but on looking at the four items under this head he found item 3, "The Mail on its Perilous Journey through the Wild West—Attacked by Indians—The Arrival of Buffalo Bill and the Cowboys—Great Encounter—The Indians driven off—Buffalo Bill and the Cowboys' Triumphant Escort of the Mail." That was a distinct infringement of the defendant's undertaking. His lordship gave the defendant credit for not understanding the view of the court with regard to colourable imitation, and should put down his breach of the undertaking to ignorance; and if Mr. Marten did not insist upon his strict rights he should make the order according to the notice of motion, the defendant to pay the costs. The writ of attachment not to issue for a week, to enable the defendant to purge his contempt.—COUNSEL, *Marten*, Q.C., and *Wood Hill; Latham*, Q.C., and *Bryan Farrer.* SOLICITORS, *Janson, Cobb, & Pearson; Lewis & Lewis.*

RAILWAY—BRIDGE—DIMENSIONS—PRIVATE CARRIAGE ROAD—TRAMWAY—RAILWAY CLAUSES CONSOLIDATION ACT, 1845 (8 VICT. c. 20), ss. 49, 51.

In the case of *The Forest Iron and Steel Company (Limited)* v. *The Barry Dock and Railway Co.*, before Kekewich, J., on the 31st of August, a question arose as to the right of a railway company to build a bridge over a private carriage road not in accordance with the provisions of section 49 of the Railway Clauses Consolidation Act, 1845. This was a motion on behalf of the plaintiffs to restrain the railway company from interfering with their tramway by means of the bridge. For the plaintiffs it was contended that the defendants were bound to make the bridge of certain dimensions. They cited *Attorney-General* v. *Mid Kent Railway Co.* (L. R. 3 Ch. 100). It was argued on behalf of the defendants that section 49 of the Railway Clauses Consolidation Act, 1845, had no application; the land belonged to the company, and the plaintiffs had only an easement, which was a subject of compensation. Section 51 of the Railway Clauses Consolidation Act gave the company power to block up or alter a road.

KEKEWICH, J., said that the plaintiffs were quite right to bring the motion to prevent the defendants saying that they had chosen to lie by. He should make no order except the costs be costs in the action.—COUNSEL, *E. Ford; Marten*, Q.C., and *Kenyon Parker.* SOLICITORS, *Torr, Janeways, & Co.*, for *James A. Corbett*, Cardiff; *Downing & Handcock.*

NUISANCE—RESTAURANT—KITCHEN—OFFENSIVE SMELLS—INJUNCTION.

In the case of *Doré* v. *Pecorini*, before Kekewich, J., on the 31st of August, a question arose as to the right of a plaintiff to restrain his neighbour from causing noxious vapours to infure his premises. The

motion was for an injunction to restrain the defendant, who kept a restaurant, from causing or continuing the nuisance arising from the noxious and offensive odours from the defendant's premises until further order.

KEKEWICH, J., granted an injunction restraining the defendant, his servants and workmen, from using, or allowing to be used, No. 14, Perkside, or anything therein, so as to allow the escape of noxious vapours to the injury of the plaintiff. The plaintiff must have his costs.—COUNSEL, *Ogle; Ingpen.* SOLICITORS, *F. B. Foster & Co.*

PRACTICE—CONTEMPT OF COURT—ASSAULT—SERVICE—PRECINCTS OF THE COURT—SOLICITOR.

In the case of *Jonas* v. *Long*, before Kekewich, J., on the 31st of August, a question arose as to an assault committed within the precincts of the court. It was a motion to commit George Johnson, of 16, Union-court, Old Broad-street, a solicitor, for assaulting a solicitor within the precincts of the court. The motion stood over from Wednesday, August 24—(see SOLICITORS' JOURNAL, Saturday, August 27, 1887)—to enable the applicant to post two registered letters to the respondent, addressed to his private and business address respectively, and containing the notice of motion and affidavits. Mr. Charles Robinson, solicitor, said that after a summons had been heard by the judge, the respondent, George Johnson, used abusive language to him in the passages of the Royal Courts, and put himself in a threatening attitude, and he had to call the police to his protection. It was contended that there were two kinds of contempt—first, assault or improper conduct in the presence of the judge; secondly, conduct to intimidate and obstruct the course of justice within the precincts of the court. Reference was made to *Kirby* v. *Webb* (the *Times*, July 14, 1887); *Republic of Costa Rica* v. *Erlanger* (36 L. T. N. S. 333, 46 L. J. Ch. 375), *Ex parte Wilton* (1 Dowl. N. S. 805). Mr. Johnson did not appear.

KEKEWICH, J., said that the applicant was entitled to the order in the absence of the respondent. The respondent, if he had got anything to say, could move to discharge the order. The contempt should appear on the order. The order would recite the particular facts contained in Mr. Robinson's affidavit, and then it would go, the court being of opinion that that conduct was contempt of court.—COUNSEL, *Johnston Watson.* SOLICITORS, *Robinson & Dees.*

LEGAL NEWS.

OBITUARY.

MR. MARTIN SCALE, solicitor, of Neath, died on the 23rd ult. Mr. Scale was the son of Mr. Richard Scale, and was born in 1834. He was admitted a solicitor in 1861, having served his articles with Mr. Johns, of Haverfordwest. He afterwards became managing clerk to Mr. David Randell, of Neath, to whose practice he ultimately succeeded. Mr. Scale was in partnership with his younger brother, Mr. Gilbert Francis Scale. He was a perpetual commissioner for Glamorganshire, and he had an extensive practice, being solicitor for many of the leading families in the county. He was clerk to the Neath and Kenfig Local Boards, and registrar of births and deaths for the Neath District. He had also been eight times appointed under-sheriff for Glamorganshire. Mr. Scale was unmarried. He was buried at Llantwrt Cemetery on the 26th ult.

MR. CHARLES ROMILLY, late Clerk of the Crown in Chancery, died at his residence, 29, Wilton-crescent, on the 26th ult., in his eightieth year. Mr. Romilly was the fifth son of Sir Samuel Romilly, Q.C., M.P., and brother of the first Lord Romilly. He was born in 1808. He was called to the bar at the Inner Temple in Hilary Term, 1836. He was principal secretary to Lord Cottenham when Lord Chancellor, and he was Clerk of the Crown in Chancery from 1850 till 1880. Mr. Romilly was married in 1842 to Lady Georgiana Russell, eldest daughter of the sixth Duke of Bedford, but he had been a widower since 1867. He leaves five sons. His eldest son, Mr. John Romilly, was called to the bar at Gray's-inn in Michaelmas Term, 1865, and is now secretary to the Historical Manuscripts Commission. His fifth son, Mr. Alfred Romilly, was called to the bar at Lincoln's-inn in January, 1879.

MR. CAYLEY SHADWELL, barrister, died at his residence, 25, Abercorn-place, St. John's Wood, on the 26th ult., in his ninetieth year. Mr. Shadwell, who was almost the oldest surviving member of the bar, was the fourth son of Mr. Lancelot Shadwell, barrister, and brother of the late Vice-Chancellor Sir Lancelot Shadwell. He was born in 1798, and he was educated at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1825, and he formerly practised in the Court of Chancery. Mr. Shadwell was secretary to his brother while Vice-Chancellor.

APPOINTMENTS.

MR. JAMES HENRY PAWSON, solicitor, of Doncaster, Rotherham, and Thorne, has been appointed Clerk to the Don Drainage Commissioners. Mr. Pawson was admitted a solicitor in 1881.

MR. ARTHUR WILLIAM GILLING, solicitor, of Harrogate and Knaresborough, has been appointed Clerk to the Knaresborough Improvement Commissioners. Mr. Gilling was admitted a solicitor in 1881.

MR. BENJAMIN FRANCIS CONN COSTELLOE, barrister, has been appointed an Assistant Commissioner on the Markets and Tolls Rights Commission. Mr. Costelloe is the only son of Mr. Martin Richard Costelloe, of Glasgow, and was born in 1854. He was educated at the University of Glasgow, and at Balliol College, Oxford, where he graduated first class in classics in 1873. He was called to the bar at Lincoln's-inn in January, 1881, and he is a member of the Northern Circuit.

MR. JAMES PATRICK O'GORMAN MAHON, barrister, who has been elected M.P. for the county of Carlow in the Home Rule interest, is the son of Mr. Patrick Mahon, of Mahonborough, Clare, and was born in 1803. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1803. He was M.P. for the county of Clare in 1830 and 1831, for the borough of Ennis from 1847 till 1852, and again for Clare from 1879 till 1885. He is a magistrate and deputy-lieutenant for the county of Clare.

SIR SAMUEL WALKER GRIFFITHS, Q.C., K.C.M.G., who has been appointed Colonial Treasurer of Queensland, was born in 1845. He was called to the bar in Queensland in 1867, and he became a Queen's Counsel for the colony in 1876. He was Attorney-General of Queensland from 1874 till 1878, and Colonial Secretary from 1883 till 1886.

MR. GEORGE ELLIOTT, barrister, has been appointed Lecturer in Mercantile Law to the Young Men's Christian Association. Mr. Elliott is the eldest son of Mr. George Elliott, and was born in 1861. He was called to the bar at the Inner Temple in January, 1882, and he is a member of the South-Eastern Circuit.

PARTNERSHIPS DISSOLVED.

HIER JACOB and CHARLES EDWARD TAYLOR, solicitors (Jacob & Taylor), Cardiff and Abergavenny. June 24. All debts due to and owing by the said late firm will be received and paid by the said Hier Jacob.
[*Gazette*, Aug. 26.]

JOHN JAMES DALLAS and JOHN TOMLINSON, solicitors (Dallas & Tomlinson), 102, Fishergate, Preston. Aug. 27.

JOHN KNIGHT and ARTHUR GRANVILLE HANBURY, solicitors (John Knight & Co.), 53, Moorgate-street, London. Aug. 26. All debts owing to or by the said firm will be received and paid by John Knight, who will continue to carry on the business under the style of John Knight & Co.

EDWARD MACKESON, WELLINGTON TAYLOR, and ALFRED HENRY ARNOULD, solicitors (Mackeson, Taylor, & Arnould), 59, Lincoln's-inn-fields, W.C. Aug. 29. [*Gazette*, Aug. 30.]

GENERAL.

The number of failures in England and Wales gazetted during the week ending Saturday, August 27, was 74. The number in the corresponding week of last year was 95, shewing a decrease of 21, being a net increase in 1887, to date, of 41. The number of bills of sale published in England and Wales for the week ending August 27, was 252. The number in the corresponding week of last year was 244, shewing an increase of 8, being a net increase in 1887, to date, of 140. The number published in Ireland for the same week was 9. The number in the corresponding week of last year was 17, shewing a decrease of 8, being a net decrease in 1887, to date, of 162.—*From Kemp's Mercantile Gazette.*

WINDING UP NOTICES.

London Gazette.—FRIDAY, August 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LEIPSIC HALLE AND DISTRICT ICE CO, LIMITED.—North, J., has, by an order dated Aug 3, appointed Baker Philip Daniels, 87, Moorgate st, to be official liquidator

NIEMAN CORNISH & CO, LIMITED—By an order made by Kekewich, J., dated Aug 17, it was ordered that the company be wound up. Wolferstan & Avery, Ironmonger lane, Cheapside, solors for petnr

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY

ALEXANDRA HOTEL, LIVERPOOL, HOTEL CO, LIMITED—Petition for winding up, presented Aug 19, directed to be heard at the Chancery Office, Winckley st, Preston, on Tuesday, Sept 6. Harris, Liverpool, solor for petnr

FRIENDLY SOCIETIES DISSOLVED.

BRITANNIA FEMALE AMICABLE FRIENDLY SOCIETY, Wesleyan Schoolroom, Ipsley st, Redditch, Worcester. Aug 24

BURNHAM NEW FRIENDLY SOCIETY, Burnham, Somerset. Aug 22

London Gazette.—TUESDAY, August 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH, COLONIAL, AND GENERAL INVESTMENT TRUST, LIMITED—Pet for winding up, presented Aug 29, directed to be heard before Chitty, J., on Sept 14. Whitfield, Finsbury pavement, solor for petnr

COLCHESTER TRAMWAYS CO, LIMITED—Pet for winding up, presented Aug 24, directed to be heard before Kekewich, J., on Sept 7. Atkinson & Dresser, Circus pl, Finsbury circus, solors for petnr

CONDENSED WORT AND BREWING MEAD CO, LIMITED—Pet for winding up, presented Aug 27, directed to be heard before the Vacation Judge on Wednesday, Sept 7. Philbrick & Free, New Bond st, solors for petnrs

CUNARD CYCLE CO, LIMITED—Pet for winding up, presented Aug 22, directed to be heard before Kekewich, J, on Wednesday, Sept 7. Smith & Co, Bread st, Cheapside, for Stirk & Brewer, Wolverhampton, solors for petnr

HOME AND FOREIGN MINES TRUST, LIMITED—Pet for winding up, pre-

sented Aug 29, directed to be heard before Stirling, J., on Sept 14. Whitfield, Finsbury pavement, solor for petner

MINING SECURITIES AND INVESTMENT TRUST, LIMITED—Pet for winding up, presented Aug 24, directed to be heard before Stirling, J., on Sept 7. Maddison, King's Arms yard, solor for petner

SHINGLETON ICE CO, LIMITED—By an order made by Kekewich, J, dated Aug 17, it was ordered that the voluntary winding up of the company be continued. Burton, Blackfriars rd, solor for petner

UNLIMITED IN CHANCERY.

SOVEREIGN LIFE ASSURANCE CO—Pet for winding up, presented Aug 5, directed to be heard before Kekewich, J., on Sept 7. Robinson, Philpot lane, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

SUSPENDED FOR THREE MONTHS.

INKERMAN LODGE, LEEDS UNITED ORDER OF ODD FELLOWS' FRIENDLY SOCIETY, Miners' Arms, Albert rd, Morley, Leeds. Aug 26

LOYAL REFORMED ORDER OF ODD FELLOWS' FRIENDLY SOCIETY, New Inn, Mary st, Bridgnorth, Salop. Aug 26

PRIDE OF ST ANDREW'S LODGE ORDER OF DRUIDS FRIENDLY SOCIETY, Coach and Horses Inn, South Church, Bishop Auckland, Durham. Aug 26

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 26.

BRETT, WILLIAM RICHARD, Hampstead. Licensed Victualler. Sept 30. Lane v Brett, North, J. Squire, Gt James st

BENNETT, WILLIAM PARSONS, Gt Russell st, Bookseller. Sept 28. Bingley v Bennett, Stirling, J. Lee, New inn, Strand

London Gazette.—TUESDAY, August 30.

MASON, THOMAS, Heaton, Lancaster, Farmer. Sept 24. Mason v Mason, Registrar of Preston. Catterall, Preston

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 26.

ALLFREY, HENRY WELLS, Alveston, Warwick, Esq. Oct. 15. Withall & Co, Great George st

ANNIS, JAMES, Plymouth, Gent. Sept 20. Graves, Devonport

BLACKMORE, RICHARD, Churchstanton, Devon, Gent. Oct 1. Kite, Taunton

BRAY, JANE, Margate. Sept 24. Isaacson, Margate

BROOKMAN, STEPHEN, Deptford, Gent. Oct 1. Sandom & Co, Gracechurch st

BUTLER, LINDSEY HOLLAND, Victoria st, Westminster, Esq. Oct 31. Mead & Sons, Coventry st

COTTRELL, GEORGE, Canterbury, Gent. Oct 11. Sankey & Flint, Canterbury

ELLIS, RICHARD RICH WILFORD, Compton Gifford, Devon, Retired Colonel. Sept 24. Greenway & Son, Plymouth

FOREMAN, ANN, Harrington st. Sept 20. Wells, Paternoster row

GOLDSBURY, FRANCES RACHEL, Wimbledon. Oct 8. Ashby & Compton, Queen Victoria st

GREEN, JOHN ATHERTON, Allerton, Lancaster, Retired Farmer. Nov 1. Welsby & Co, Southport

LAING, JAMES, Cromwell place. Oct 1. Radcliffes & Co, Craven st

LYALL, ROBERT, Cheltenham, Gent. Sept 30. Ticehurst & Sons, Cheltenham

MORRIS, JOHN, Bedford. Sept 20. Adderley & Marfleet, Longton

PARRY, MARY, Chester. Sept 30. Evans, Chester

POOLE, THOMAS, Chelsea. Sept 30. J. H. & J. Y. Johnson, Lincoln's inn fields

SAUNDERS, JOHN WRIGHT, Gloucester, House Furnisher. Sept 29. Franklin, Gloucester

SCOTT, PATRICK, Dulwich Wood Park, Surrey, Esq. Sept 26. Gosling & Co, Suffolk place, S.W

SHERWIN, WILLIAM, Southampton, Esq. Sept 29. Fisher & Co, Ashby de la Zouch

THORNTHWAITE, WILLIAM, Stockton. Oct 1. Brayshay, Stockton on Tees

TIZARD, JANE, Liverpool. Oct 1. T. J. Smith & Son, Liverpool

WALES, WILLIAM, Langton St Andrews, Lincoln, Farmer. Sept 20. Tweed & Co, Lincoln

WARBURTON, CATHERINE, Haslingden, Lancaster. Oct 7. Woodcock & Sons, Haslingden

WARD, JOHN CHARLES, Portland, Farmer. Sept 29. Howard, Weymouth

WEST, JAMES, Northfleet, Kent, Carpenter. Sept 17. Tolhurst & Co, Gravesend

WILKINSON, HENRY COX, White Webb's Park, Enfield, Esq. Oct 7. Collyer-Bristow & Co, Bedford row, W.C.

WOOD, ANN, Nottingham. Oct 29. Buckby & Perry, Nottingham

London Gazette.—TUESDAY, August 30.

ANNIS, JAMES, Plymouth, Gent. Sept 20. Graves, Devonport

BAKER, JAMES, Scarborough, Draper. Sept 3. Drawbridge & Rowntree, Scarborough

BALSHAW, JOSEPH, Bolton, Lancaster, Cashier. Sept 27. Balshaw & Hodgkinson, Bolton

BLUNDELL, THOMAS WELD, Ince Blundell, Lancaster, Esq. Sept 26. Weld, Liverpool

BROWN, ROBERT, Chester le street, Durham, Husbandman. Sept 26. Harle, Chester le street

CARTON, HARRIET, Truro. Sept 14. Carlyon & Kerby, Truro

DIXON, MARGARET, Gateshead, Durham. Oct 1. Eladon & Dransfield, Newcastle upon Tyne

ELPHICK, ELI, Brighton, Cattle Dealer. Oct 8. Hazelwood & Co, Brighton

FOSTER, SARAH, Ovington sq, Brompton. Sept 26. Hudson & Co, Queen Victoria st

GILDING, MARY, Bath. Oct 1. Clennell, Gt James st, W.C.

HOGG, JOHN, Hadleigh, Suffolk, Corn Merchant. Oct 1. Grimwade, Hadleigh

HUGHES, WILLIAM, Gt Neston, Chester, Licensed Victualler. Oct 1. Kent & Co, Liverpool

JACOBS, CHARLES, Springfield, Upper Clapton, Wool Broker. Nov 1. Janson & Co, Finsbury circus

KAY, ANN, Church rd, Islington. Oct 8. Gush & Co, Finsbury circus

LOVE, ANN, Plymouth. Oct 11. Adams, Plymouth

NEWMAN, HENRY, Bishop's rd, Paddington, Job Master. Oct 31. Stephens, Orchard st, W.

REEVE, JAMES, Trowbridge, Wilts. Sept 29. Jones, Trowbridge

SEWELL, SARAH ALERS, Eastbourne. Oct 10. Gellatly & Co, Lombard st

SHORNY, WILLIAM, Yetminster, Dorset, Farmer. Sept 22. Bolton, Yeovil

STRACHAN, FRANCES, Newcastle upon Tyne. Sept 9. Swan, Newcastle upon Tyne

USHER, ANN, Durdham Down, Bristol. Nov 22. Hunt & Co, Bristol

WHITWORTH, Sir JOSEPH, Stancliffe Hall, Derby. Oct 18. Darbishire & Tatham, Manchester

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, August 26.

RECEIVING ORDERS.

ABERCROMBIE, EDGAR, Market pl, Oxford st, Brass Manufacturer. High Court. Pet Aug 23. Ord Aug 23

BANKS, WILLIAM, Cumberworth, Lincolnshire, Farmer. Boston. Pet Aug 22. Ord Aug 22

BAKER, GEORGE WILLIAM, Bradford, Insurance Broker. Bradford. Pet Aug 23. Ord Aug 23

BARTLETT, SARAH ANNIE, Brighton, Milliner. Brighton. Pet Aug 9. Ord Aug 23

BROOKS, WILLIAM CHARLES, Crowle, Lincolnshire, Grocer. Sheffield. Pet Aug 23. Ord Aug 23

BUCKLER, JOHN, Plymouth, Boot Maker. East Stonehouse. Pet Aug 24. Ord Aug 24

CATCHPOLE, JOSEPH JAMES, Mells Brickfield, nr Halesworth, Brick Maker. Great Yarmouth. Pet Aug 24. Ord Aug 24

DAVIES, DAVID THOMAS, ARNOLD FOSTER BARHAM, and JAMES HALL, Birmingham. Brassfounders. Birmingham. Pet Aug 23. Ord Aug 23

DEACON, MATTHEW, Harrogate, Baker. York. Pet Aug 23. Ord Aug 23

GANDER, —, and — BATCHELOR, Bexhill, Sussex, Builders. Hastings. Pet Aug 20. Ord Aug 20

HEAFFORD, JOHN RICHARD, Loughborough, Milliner. Leicester. Pet Aug 23. Ord Aug 20

HODGES, JAMES, West Derby, nr Liverpool, Law Stationer. Liverpool. Pet Aug 24. Ord Aug 24

HOWES, MARY ANN, Widnes, Lancashire, Butcher. Liverpool. Pet Aug 8. Ord Aug 23

HUNT, JOSIAH SEPTIMUS, Leyland, Lancashire, Builder. Pet Aug 10. Ord Aug 23

JACKSON, JOHN UPTON, Sheffield, Tailor. Sheffield. Pet Aug 23. Ord Aug 23

JAMES, ELIZA, Newport, Salop, Cooper. Stafford. Pet Aug 20, Ord Aug 20

KEEP, WILLIAM JOHN, Liverpool, Tailor. Liverpool. Pet July 29. Ord Aug 24

KNIGHT, HENRY REGINALD, Newcastle on Tyne, Clerk. Newcastle on Tyne. Pet Aug 23. Ord Aug 23

NIELSEN, DITLEFF CHRISTIAN VILHELM, Landport, Hampshire, Grocer. Portsmouth. Pet Aug 22. Ord Aug 25

PEARCE, THOMAS ALBERT, St Albans, Retired Licensed Victualler. St Albans. Pet Aug 2. Ord Aug 18

PHILLIPS, ABIATHAR, Abercorn, Mon, Tea Dealer. Newport, Mon. Pet Aug 23. Ord Aug 23

PICKARD, JOHN HENRY, Maindee, nr Newport, Mon, Grocer. Newport, Mon. Pet Aug 23. Ord Aug 23

SARGENT, ALFRED, Topsham, Devon, Licensed Victualler. Exeter. Pet Aug 10. Ord Aug 22

SCHELP, ROBERT, Woolton, nr Liverpool, Bank Manager. Liverpool. Pet Aug 10. Ord Aug 24

SHIELD, WILLIAM GEORGE, Hebburn, Durham, Boot Dealer. Newcastle on Tyne. Pet Aug 22. Ord Aug 22

SHORT, WILLIAM GEORGE, Southsea, Florist. Portsmouth. Pet Aug 22. Ord Aug 23

STANTON, THOMAS, Nottingham, Grocer. Nottingham. Pet Aug 23. Ord Aug 23

STEPHENSON, EDWARD, Lincoln, Law Writer. Lincoln. Pet Aug 22. Ord Aug 22

STOKES, ALBERT, Nottingham, Baker. Nottingham. Pet Aug 24. Ord Aug 24

SWIFT, BENJAMIN, Elland, Yorks, Coal Merchant. Halifax. Pet Aug 22. Ord Aug 23

WALMSLEY, GEORGE FREDERICK, Church, Lancs, Gent. Blackburn. Pet July 26. Ord Aug 23

WILLIS, WILLIAM, Maidenhead, Carman. Windsor. Pet Aug 22. Ord Aug 23

WINGFIELD, WILLIAM, St Leonards on Sea, Engineer. Hastings. Pet Aug 15. Ord Aug 18

WORTHINGTON, ZEBULON, Bolton, Coal Dealer. Bolton. Pet Aug 24. Ord Aug 24

FIRST MEETINGS.

BARKER, GEORGE WILLIAM, Bradford, Insurance Broker. Sept 5 at 11. Off Rec, 31, Manor row, Bradford

BERRIDGE, WILLIAM, Longley st, Bermondsey, Corn Dealer. Sept 2 at 11. 33, Carey st, Lincoln's inn

BRADSHAW, THOMAS, Blackburn, Plumber. Sept 5 at 2.30. County Court house, Blackburn

BRISCOE, HENRY JOHN, Litherland, Lancs, Merchant. Sept 5 at 12. Off Rec, 35, Victoria st, Liverpool

BURNETT, WILLIAM HALL, Middlesborough, Printer. Sept 2 at 12.15. Station Hotel, York

CHAPMAN, WILLIAM, Grimston, Norfolk, Farmer. Sept 9 at 10. Court house, King's Lynn

CHATTOCK, RICHARD F, Upper Thames st, Tin Plate Merchant. Sept 6 at 11. 33, Carey st, Lincoln's inn

COKE, REGINALD, Harrington gdns, South Kensington, Lieutenant in Scots Guards. Sept 6 at 12. 33, Carey st, Lincoln's inn

DEACON, MATTHEW, Harrogate, Baker. Sept 6 at 2. Off Rec, York

FITZGERALD, MICHAEL, Bristol, Coal Dealer. Sept 3 at 12. Off Rec, Bank chbrs, Bristol

FREEMAN, THOMAS, Stafford, Contractor. Sept 12 at 11.30. County Court, Stafford

GARLICK, JOSEPH, Oldham, Lancs, Draper. Sept 2 at 3.30. Off Rec, Ogden's chbrs, Bridge st, Manchester

HAMMICK, HORATIO HONEYWILL, Pall Mall, Wine Merchant. Sept 2 at 11. Bankruptcy bldgs, Lincoln's inn

HASELDEN, THOMAS JAMES, Rhyl, Flint, Teacher of Music. Sept 2 at 12. Off Rec, Crypt chbrs, Chester
HEAFFORD, JOHN RICHARD, Loughborough, Milliner. Sept 3 at 11.30. 26, Friar lane, Leicester
HIPPISLEY, CHARLES, Clevedon, Somersetshire, Butcher. Sept 3 at 11.30. Off Rec, Bank chmbrs, Bristol
HOWES, MARY ANN, Widnes, Lancs, Butcher. Sept 8 at 3. Off Rec, 35, Victoria st, Liverpool
HUMMELL, F, Montpelier st, Knightsbridge, Watch Maker. Sept 2 at 12. 33, Carey st, Lincoln's inn
HUNT, JOSIAH SEPTIMUS, Leylands, Lancs, Builder. Sept 5 at 11. 16, Wood st, Bolton
JAMES, ELIZA, Newport, Salop, Cooper. Sept 19 at 1.30. County Court, Stafford
JOHNSON, HENRY, Farnborough, Hants, Draper. Sept 2 at 11. 16 Room, 30 and 31, St Swithin's lane
KING, BARNETT, Newport, Mon, General shopkeeper. Sept 9 at 12. 12, Tredegar pl, Newport Mon
KING, HARRY GEORGE, Buckingham, Poulterer. Sept 5 at 11.30. 1, St Aldates, Oxford
KING, RICHARD, Wellington, Coal Dealer. Sept 3 at 11.30. Off Rec, 9, Middle st, Taunton
KITTS, CHARLES, and KITTS, WALTER JOHN, Folkestone, Poulterers. Sept 2 at 9.30. 32, St George's st, Canterbury
KNIGHT, HENRY REGINALD, Newcastle on Tyne, Clerk. Sept 5 at 12. Off Rec, Pink lane, Newcastle on Tyne
LEBY, BENJAMIN, Penzance, Innkeeper. Sept 2 at 12. Off Rec, Boscawen st, Truro
LIVINGSTON, HENRY BIAS, Stafford, Shoe Manufacturer. Sept 5 at 11.30. County Court, Stafford
NIELSEN, DITLEFF CHRISTIAN VILHELM, Cheapside, Grocer. Sept 5 at 3.30. 166, Queen st, Portsea
PEMBERTON, OLIVER JAMES, Sutton Coldfield, Warwick, Licensed Victualler. Sept 6 at 3. Off Rec, 35, Colmore row, Birmingham
PHILLIPS, ABIATHAR, Abercarne, Mon, Tea Dealer. Sept 6 at 12. Off Rec, 12, Tredegar pl, Newport, Mon
PICKARD, JOHN HENRY, Maindee, nr Newport, Grocer. Sept 6 at 11. Off Rec, 12, Tredegar pl, Newport, Mon
POPPLETON, WILLIAM, Walsall, Cutter. Sept 5 at 11.30. Off Rec, Walsall
PUREHOUSE, JOHN, Churchbridge, nr Cannock, Stafford, Beerhouse Keeper. Sept 5 at 11. Off Rec, Walsall
RAW, HENRY THORNTON, Furnival's inn, Solicitor. Sept 2 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
RICHARDS, JOSEPH, Maindee, Mon, Engineer. Sept 8 at 12. 12, Tredegar pl, Newport, Mon
SAGE, T BUSH, Elgin avenue, Paddington, Builder. Sept 2 at 12. 33, Carey st, Lincoln's inn
SARGENT, ALFRED, Topsham, Devon, Licensed Victualler. Sept 5 at 11. Castle of Exeter, at Exeter
SHIELD, WILLIAM GEORGE, Hebburn, Durham, Boot Dealer. Sept 5 at 11. Off Rec, Pink lane, Newcastle on Tyne
SILVER, RICHARD, jun, Tittle Row, nr Maidenhead, Machinist. Sept 3 at 11. Herbert & Son, 95, Peascod st, Windsor
SWIFT, BENJAMIN, Elland, Yorks, Coal Merchant. Sept 5 at 3. Off Rec, Townhall chbrs, Halifax
TAYLOR, FRANCIS NICHOLAS, Leverington, Cambridge, Farmer. Sept 9 at 10.30. Court house, King's Lynn
TURNER, GEORGE, Strafford rd, Acton, Florist. Sept 2 at 12. 16 Room, 30 and 31, St Swithin's lane
WILSON, BENJAMIN, Church Lawton, Cheshire, Farmer. Sept 3 at 11. Off Rec, 23, King Edward st, Macclesfield
WORTHINGTON, ZEBULON, Bolton, Lancs, Coal Dealer. Sept 7 at 11. 16, Wood st, Bolton

The following amended notices are substituted for those published in the London Gazette of Aug. 19.

BOND, CHARLES FREDERICK, Carisbrooke, I.W., Retired Major in Army. Sept 16 at 3. Off Rec, Newport
WILLIAMS, JOHN, Newport, I.W., Butcher. Sept 17 at 3. Off Rec, Newport

ADJUDICATIONS.

ARCHER, ALFRED JAMES, Josephine avenue, Brixton, no occupation. High Court. Pet July 23. Ord Aug 22
BANES, WILLIAM, Camberworth, Lincolnshire, Farmer. Boston. Pet Aug 22. Ord Aug 22
BARKER, GEORGE WILLIAM, Bradford, Insurance Broker. Bradford. Pet Aug 22. Ord Aug 22
BARNES, WALTER, Puller rd, West Barnet, Grocer. Barnet. Pet June 22. Ord Aug 18
BROOKS, WILLIAM CHARLES, Crowle, Lincolnshire, Grocer. Sheffield. Pet Aug 23. Ord Aug 23
BURNETT, GEORGE THORNE, Stogumber, Somersetshire, Grocer. Taunton. Pet July 19. Ord Aug 24
CASEY, EDWIN, Southampton, Furniture Dealer. Southampton. Pet Aug 19. Ord Aug 23
CHALK, MICHAEL, Bideford, Hatter. Barnstaple. Pet Aug 17. Ord Aug 23
CURTIS, RICHARD, Aldersgate st, Builder. High Court. Pet April 15. Ord Aug 24
DAVIS, SAMUEL, Kingston upon Hull, Fish Merchant. Kingston upon Hull. Pet July 18. Ord Aug 23
ELLIOTT, SAMUEL, Alphington, Devon, Nurseryman. Exeter. Pet July 30. Ord Aug 24
FREEMAN, THOMAS, Stafford, Contractor. Stafford. Pet Aug 19. Ord Aug 24
GARLICK, JOSEPH, Oldham, Draper. Oldham. Pet Aug 19. Ord Aug 23
GRIFFITHS, WILLIAM GEORGE, Lydney, Gloucestershire, Draper. Newport, Mon Pet Aug 12. Ord Aug 22
HARRIS, MONTAGUE, Bristol, Glass Factor. Cheltenham. Pet Aug 18. Ord Aug 22
HASELDEN, THOMAS JAMES, Rhyl, Flintshire, Teacher of Music. Bangor. Pet Aug 13. Ord Aug 24
HODGES, JAMES, West Derby, nr Liverpool, Law Stationer. Liverpool. Pet Aug 24. Ord Aug 24
HOWES, MARY ANN, Widnes, Lancashire, Butcher. Liverpool. Pet Aug 6. Ord Aug 24
KING, BARNETT, Newport, Mon, General-shop Keeper. [Newport, Mon. Pet Aug 8. Ord Aug 22
KING, HARRY GEORGE, Buckingham, Poulterer. Banbury. Pet Aug 13. Ord Aug 24
KNIGHT, HENRY REGINALD, Newcastle on Tyne, Clerk. Newcastle on Tyne. Pet Aug 22. Ord Aug 22
LEGG, GEORGE FRANCIS, St James's st, Solicitor. High Court. Pet June 22. Ord Aug 20
NIELSEN, DITLEFF CHRISTIAN VILHELM, Landport, Hampshire, Grocer. Portsmouth. Pet Aug 22. Ord Aug 22
PALMER, ALBERT, and ALBERT EDWARD PALMER, Yeovil, Glass Manufacturers. Yeovil. Pet Aug 8. Ord Aug 24
PHILLIPS, ABIATHAR, Abercarn, Mon, Tea Dealer. Newport, Mon. Pet Aug 22. Ord Aug 22
PICKARD, JOHN HENRY, Maindee, nr Newport, Mon, Grocer. Newport, Mon. Pet Aug 22. Ord Aug 24
PINCKNEY, JOHN ASHWORTH, Toxteth park, Lancashire, Accountant. Liverpool. Pet Aug 6 Ord Aug 23
POPPLETON, WILLIAM, Walsall, Bridle Cutter. Walsall. Pet Aug 2. Ord Aug 24
RANSOM, S, Gray's inn road, Builder. High Court. Pet July 15. Ord Aug 22
RICHARDS, JOSEPH, Christchurch, Mon, Engineer. Newport, Mon. Pet Aug 20. Ord Aug 22
SHARP, GEORGE HENRY, Bishop Auckland, Grocer. Durham. Pet July 20. Ord Aug 24
SHEPHERD, THOMAS, Warrenby, Yorks, Grocer. Stockton on Tees, and Middlesborough. Pet July 12. Ord Aug 23
SHORT, WILLIAM GEORGE, Southsea, Florist. Portsmouth. Pet Aug 22. Ord Aug 23
SQUIRE, JOHN, and SQUIRE, ALBERT, Acle, Norfolk, Farmers. Norwich. Pet July 20. Ord Aug 22
STEPHENSON, EDWARD, Lincoln, Law Writer. Lincoln. Pet Aug 22. Ord Aug 23
SUTTON, WILLIAM, Hampton in Arden, Warwickshire, Coal Merchant. Birmingham. Pet Aug 9. Ord Aug 23
SWIFT, BENJAMIN, Elland, Yorks, Coal Merchant. Halifax. Pet Aug 22. Ord Aug 23
SWINDOMM, JOHN DEAN, High road, Kilburn, Umbrella Manufacturer. High Court. Pet Aug 16. Ord Aug 23
TAYLOR, FRANCIS NICHOLAS, Leverington, Cambs, Farmer. King's Lynn. Pet Aug 13. Ord Aug 23
WALKER, GEORGE, Dudley, Draper. Dudley. Pet Aug 13. Ord Aug 20

London Gazette.—TUESDAY, Aug. 30.

RECEIVING ORDERS.

ALLEN, ROBERT, Latimer rd, Notting hill, Pianoforte Manufacturer. Pet Aug 26. Ord Aug 26
ARTHUR, DAVID BEYNON, Kidwelly, Carmarthen, Grocer. Carmarthen. Pet Aug 26. Ord Aug 26
BENSON, WILLIAM, Osgodby, Yorks, Thrashing Machine Proprietor. York. Pet Aug 24. Ord Aug 24
DAVIS, DANIEL THOMAS, Birmingham, no occupation. Aberystwith. Pet Aug 4. Ord Aug 25
EASBY, THOMAS, jun, and JOSEPH EASBY, Redcar, Yorks, Painters. Stockton on Tees and Middlesborough. Pet Aug 24. Ord Aug 24
EVANS, THOMAS SAUNDERS, Wallingford, Berks, Plumber. Oxford. Pet Aug 23. Ord Aug 26
FINLEY, JOHN, Temple st, Whitefriars, Licensed Victualler. High Court. Pet Aug 27. Ord Aug 27
FLINTHAM, RICHARD, Higham Ferrers, Northampton, Farmer. Northampton. Pet Aug 25. Ord Aug 25
HAYLOCK, WILLIAM DAINTREE, Gt Grimsby, Ironmonger. Gt Grimsby. Pet Aug 26. Ord Aug 26
HUGHES, THOMAS, Wolverhampton, Japanner. Wolverhampton. Pet Aug 27. Ord Aug 27
HUMBLE, JOSEPH, Newcastle on Tyne, Rope Manufacturer. Newcastle on Tyne. Pet Aug 27. Ord Aug 27
JOHNSON, JEM, Hedon, Yorks, Fellmonger. Kingston upon Hull. Pet Aug 27. Ord Aug 27
JONES, JOHN, Wrexham, Hosier. Wrexham. Pet Aug 27. Ord Aug 27
KELF, JAMES, Hardy ter, Wood green, Auctioneer. Edmonton. Pet Aug 9. Ord Aug 23
LEVI, MORRIS, Leeds, Boot Manufacturer. Leeds. Pet Aug 25. Ord Aug 26
MCWALKER, WILLIAM, Darlington, Draper. Stockton on Tees and Middlesborough. Pet Aug 12. Ord Aug 25
PRATT, ISAAC, Blyth, Northumberland, Boot Manufacturer. Newcastle on Tyne. Pet Aug 25. Ord Aug 25
QUELCH, WILLIAM HENRY, Sittingbourne, Boot Maker. Rochester. Pet Aug 25. Ord Aug 25
RANDS, WILLIAM, Scarborough, Baker. Scarborough. Pet Aug 26. Ord Aug 26
ROBINSON, JOHN WOODBURN, Barrow in Furness, Carter. Ulverston and Barrow. Pet Aug 26. Ord Aug 26
SUGAR, MAX, Holborn circus, Fancy Goods Dealer. High Court. Pet July 11. Ord Aug 25
SMITH, WILLIAM EDWARD, Cheltenham, Solicitor. Cheltenham. Pet July 22. Ord Aug 24
THOMAS, JOHN, Gwennap, Cornwall, Farmer. Truro. Pet Aug 26. Ord Aug 26
TURNER, ELIZA, East India rd, Poplar, Tailor. High Court. Pet Aug 26. Ord Aug 26
UNDERHAY, WILLIAM EDGAR, Dittisham, Devon, Farmer. East Stonehouse. Pet Aug 26. Ord Aug 26
VARNEY, THOMAS, Liverpool st, Boot Maker. High Court. Pet Aug 24. Ord Aug 24
WATKINS, ANNIE FIELD, Cheltenham, Schoolmistress. Cheltenham. Pet Aug 26. Ord Aug 26
WHEELER, JOHN ROBERT, Rhyl, Painter. Bangor. Pet Aug 25. Ord Aug 25
WILLICOMBE, ALFRED, John st, Adelphi, Colliery Agent. High Court. Pet Aug 10. Ord Aug 25
WILLS, ROBERT HENRY, Totnes, Licensed Victualler. East Stonehouse. Pet Aug 25. Ord Aug 25

The following amended notice are substituted for those published in the London Gazette of August 9.

ADAMS, HENRY CADWALLADER, Shepperton, Esq. Brentford. Pet Aug 5. Ord Aug 5
TURNER, GEORGE, Strafford rd, Acton, Florist. Brentford. Pet Aug 3. Ord Aug 3

The following amended notice is substituted for that published in the London Gazette of Aug 26.

VARNEY, HENRY, Liverpool st, Bootmaker. High Court. Pet Aug 10. Ord Aug 20

RECEIVING ORDER RESCINDED.

ROCKE, W L, residence unknown, Officer in 14th Wilts. High Court. Ord Aug 18, Resc Aug 27

FIRST MEETINGS.

ABRAHAM, SOLOMON, Darlington, Draper. Sept 6 at 1.30. Queen Hotel, Leeds
ALBERT, EDWARD, EMANUEL ALBERT, and FRANCIS HAUPTMAN, Station rd, Willesden, Glass Manufacturers. Sept 7 at 12. Bankruptcy bldgs, Portugal bldgs, Portugal st, Lincoln's inn fields
BENSON, WILLIAM, Osgodby, York, Thrashing Machine Proprietor. Sept 6 at 12. Off Rec, York
BERESFORD, HUGH W., Knockholt, Kent, Gent. Sept 7 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BUCKLER, JOHN, Plymouth, Boot Maker. Sept 9 at 11. 16, Frankfort st, Plymouth
CATCHPOLE, JOSEPH JAMES, Brickfield, nr Halesworth, Brickmaker. Sept 10 at 12. Off Rec, 8, King st, Norwich
COKER, THOMAS, Brecon, Butcher. Sept 7 at 11.15. Castle Hotel, Brecon
DANIELL, ALFRED HORATIO SIMON, Fleet st, Merchant. Sept 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

DAVIS, SAMUEL, Kingston upon Hull, Fish Merchant. Sept 6 at 2. Law Society, Lincoln's inn buildings, Bowlalley lane, Hull

DICK, ANDREW ELDER, Leadenhall st, Broker. Sept 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

EISNER, ISAAC, Birmingham, Pawnbroker. Sept 8 at 11. Off Rec, 25, Colmore row, Birmingham

EVANS, THOMAS SAMUEL, Matilda st, Thornhill sq, Upholsterer. Sept 7 at 11. 33, Carey st, Lincoln's inn

FISHER, WILLIAM, Cliff Hill, Gorleston, Suffolk, Smackowner. Sept 10 at 11. Off Rec, 8, King st, Norwich

FLINTHAM, RICHARD, Higham Ferrers, Northamptonshire, Farmer. Sept 10 at 11. County Court, Northampton

GRIFFITHS, JOHN WATKINS, Brecon, Ironmonger. Sept 7 at 12. Castle Hotel, Brecon

HANCOCK, WILLIAM OLDING, East Dulwich green. Sept 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HARLEY, WILLIAM GEORGE, Blackman st, Southwark, Hop Merchant. Sept 7 at 12. 33, Carey st, Lincoln's inn

HIGGINS, S., Leather lane, Merchant. Sept 6 at 12. 33, Carey st, Lincoln's inn

HUMBLE, JOICEY, Newcastle on Tyne, Rope Manufacturer. Sept 10 at 11. Off Rec, Pink lane, Newcastle on Tyne

HUXLEY, CHARLES, Wrexham, Builder. Sept 6 at 3. Wynnstay Arms Hotel, Wrexham

JONES, WILLIAM, Rhyl, Grocer. Sept 7 at 3. Off Rec, Crypt chbrs, Chester

[illegible]ON, THOMAS JOSEPH, Percy ter, Lordship lane, East Dulwich, China Dea'er. Sept 8 at 12. 33, Carey st, Lincoln's inn

MILLER, WILLIAM CARVER, Great Yarmouth, Tobacconist. Sept 10 at 11.30. Off Rec, 8, King st, Norwich

ORME, JOHN, West Bromwich, Butcher. Sept 19 at 10.30. Court house, Oldbury

PAILLARD, ARTHUR, Holborn Viaduct, Musical Instrument Importer. Sept 6 at 12. Bankruptcy bldngs, Lincoln's inn

PHILPOT, C DAWSON, Tokenhouse yd, Gent. Sept 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

PINDER, GEORGE BANKS, Cottingham, nr Kingston upon Hull, Wool Broker. Sept 8 at 11. Off Rec, Lincoln's inn bdgs, Bowlalley lane, Hull

PINN, THOMAS, Wardour st, Soho, Baker. Sept 7 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields

PRATT, ISAAC, Blyth, Northumberland, Boot Manufacturer. Sept 8 at 2.30. Off Rec, Pink lane, Newcastle on Tyne

QUELCH, WILLIAM HENRY, Sittingbourne, Boot Maker. Sept 8 at 11.30. Off Rec, High st, Rochester

SMITH, JOHN, Llanfaes, Brecon, Ironmonger. Sept 7 at 12.54. Castle Hotel, Brecon

STANTON, THOMAS, Nottingham, Grocer. Sept 6 at 12. Off Rec, 1, High pavement, Nottingham

STOKES, ALBERT, Nottingham, Baker. Sept 6 at 11. Off Rec, 1, High pavement, Nottingham

SUTTON, WILLIAM, Hampden in Arden, Warwick, Coal Merchant. Sept 9 at 3. Off Rec, 25, Colmore row, Birmingham

THOMAS, DAVID, Ton Ystrad, Glamorgan, Boot Maker. Sept 6 at 12. Court house, Pontypridd

WETTALL, WILLIAM, Accrington, Stonemason. Sept 6 at 3. Commercial Hotel, Blackburn rd, Accrington

WHEELER, JOHN ROBERT, Rhyl, Painter. Sept 9 at 3. Off Rec, Crypt chbrs, Chester

WILLARD, WILLIAM, Wandsworth rd, out of business. Sept 6 at 11. Bankruptcy bldgs, Lincoln's inn

WILLIAMS, ELLEN, Amlwch, Anglesey, Tailor. Sept 8 at 11.30. Queen's Head Cafe, Bangor

WILLS, ROBERT HENRY, Totnes, Licensed Victualler. Sept 9 at 3. 18, Frankfort st, Plymouth

WINGFIELD, WILLIAM, St Leonard's on Sea, Engineer. Sept 7 at 12. Bankruptcy bldgs, Lincoln's inn

ADJUDICATIONS.

ALLERSON, EDWIN, Byker, Newcastle on Tyne, Tobacconist. Newcastle on Tyne. Pet Aug 4. Ord Aug 25

ARTHUR, DAVID REYNON, Kidwelly, Carmarthenshire, Grocer. Carmarthen. Pet Aug 25. Ord Aug 26

BARTLETT, SARAH ANNIE, Brighton, Milliner. Brighton. Pet Aug 8. Ord Aug 26

BENSON, WILLIAM, Osgodsby, Yorks, Thrashing Machine Proprietor. York. Pet Ord 24. Ord Aug 25

BUCKLEE, JOHN, Plymouth, Boot Maker. East Stonehouse. Pet Aug 24. Ord Aug 25

CARLTON, EDWIN, residence unknown. High Court. Pet May 26. Ord Aug 25

EXLEY, WILLIAM, Malton, Yorks, Boot Dealer. Scarborough. Pet Aug 9. Ord Aug 25

FISHER, JOHN, Nottingham, Tailor. Nottingham. Pet Aug 2. Ord Aug 25

FITZGERALD, MICHAEL, Bristol, Coal Dealer. Bristol. Pet Aug 20. Ord Aug 25

FLINTHAM, RICHARD, Higham Ferrers, Northamptonshire, Farmer. Northampton. Pet Aug 25. Ord Aug 25

GILL, GEORGE FREDERICK, Spencer st, Rhodeswell rd, Limehouse, Timber Merchant. High Court. Pet July 14. Ord Aug 26

GRANTHAM, THOMAS HENRY, Ellerby in Holderness, Yorks, Machinist. Kingston upon Hull. Pet Aug 15. Ord Aug 27

GREEN, JOHN, Sheffield, Pawnbroker. Sheffield. Pet Aug 16. Pet Aug 25

GRISSELL, CHARLES E., Elm pk gdns, Fulham, Gent. High Court. Pet Sept 15 Ord Aug 25

HIPPSLEY, CHARLES, Clevedon, Butcher. Bristol. Pet Aug 20. Ord Aug 25

HUNT, JOSIAH SEPTIMUS, Leyland, Lancashire, Builder. Bolton. Pet Aug 10. Ord Aug 22

LEVI, MORRIS, Leeds, Boot Manufacturer. Leeds. Pet Aug 25. Ord Aug 25

LIDDIATT, RICHARD KILMINSTER, Chalford, nr Stroud, Builder. Gloucester. Pet July 29. Ord Aug 26

MARSON, THOMAS, Birmingham, Jeweller. Birmingham. Pet July 21. Ord Aug 26

PEMBERTON, OLIVER JAMES, Sutton Coldfield, Warwick, Licensed Victualler. Birmingham. Pet July 28. Ord Aug 26

PINDER, GEORGE BANKS, Cottingham, nr Kingston upon Hull, Wood Broker. Kingston upon Hull. Pet Aug 4. Ord Aug 25

PROBERT, ARTHUR JAMES, Hay, Brecknock, Butcher. Hereford. Pet July 27. Ord Aug 27

PURSHOUSE, JOHN, Churchbridge, nr Cannock, Beerhouse Keeper. Walsall. Pet Aug 15. Ord Aug 25

ROBINSON, JOHN WOODBURN, Barrow in Furness, Carter. Ulverston and Barrow in Furness. Pet Aug 26. Ord Aug 26

SANGER, WILLIAM, Margate, Proprietor of Steam Roundabouts. Canterbury. Pet July 12. Ord Aug 25

SARGENT, ALFRED, Topsham, Devon, Licensed Victualler. Exeter. Pet Aug 10. Ord Aug 24

SCHELP, ROBERT, Woolton, nr Liverpool, Bank Manager. Liverpool. Pet Aug 10. Ord Aug 25

SEWARD, THOMAS, Kingston upon Hull, Timber Merchant. Kingston upon Hull. Pet July 27. Ord Aug 26

SHEARD, JOB, Kirkheaton, nr Huddersfield, Land Agent. Halifax, transferred from Huddersfield. Pet Aug 3. Ord Aug 26,

SLAPOFFSKI, JOSEPH GUSTAVE, Camden st, Camden rd, Professor of Music. High Court. Pet July 22. Ord Aug 26

STANTON, THOMAS, Nottingham, Grocer. Nottingham. Pet Aug 23. Ord Aug 25

STEEL, JAMES, Cheltenham, Dealer in Tricycles. Cheltenham. Pet July 19. Ord Aug 25

STOKES, WILLIAM HENRY, Birchfield, Staffordshire, Jeweller. Birmingham. Pet July 19. Ord Aug 25

STOKES, ALBERT, Nottingham, Baker. Nottingham. Pet Aug 24. Ord Aug 26

WAGHORN, GEORGE, Tunbridge Wells, Lodging house keeper. Tunbridge Wells. Pet Aug 3. Ord Aug 26

WALMSLEY, GEORGE FREDERICK, Church, Lancs, Gent. Blackburn. Pet July 22. Ord Aug 25

WHEELER, JOHN ROBERT, Rhyl, Painter. Bangor. Pet Aug 25. Ord Aug 26

WILLIS, WILLIAM, Maidenhead, Carman. Windsor. Pet Aug 22. Ord Aug 27

WINGFIELD, WILLIAM, St Leonard's on Sea, Engineer. Hastings. Pet Aug 18. Ord Aug 25

WORTHINGTON, ZEBULON, Bolton, Lancashire, Coal Dealer. Bolton. Pet Aug 24. Ord Aug 25

YAPP, THOMAS, Hereford, Confectioner. Hereford. Pet July 29. Ord Aug 27

The following amended notices are substituted for those published in the London Gazette of August 12.

ADAMS, HENRY CADWALLADER, Shepperton, Esq. Brentford. Pet Aug 4. Ord Aug 9

TURNER, GEORGE, Strafford rd, Acton, Florist. Brentford. Pet Aug 3. Ord Aug 9

ADJUDICATION ANNULLED.

PERROTT, WILLIAM THOMAS, Luppitt, Devon, Clerk in Holy Orders. Exeter. Adjud June 7. Annul Aug 18

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BICKERSTETH.—August 27, at Hampstead, the wife of Hugh Bickersteth, solicitor, of a son.

FREEMAN.—August 29, at 30, Bassett-road, W., the wife of G. B. Freeman, barrister-at-law, of a son.

MACNAMARA.—August 28, the wife of Walter H. Macnamara, barrister-at-law, of a son.

PARSONS.—August 25, at Mildenhall, Suffolk, the wife of Herbert Parsons, solicitor, of a boy.

DEATH.

RUTTER.—August 27, at Richmond, Surrey, John Simpson Rutter, solicitor, in his 80th year.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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